

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 42155  
Docket No. SG-41554  
15-3-NRAB-00003-110150**

**The Third Division consisted of the regular members and in addition Referee Margo R. Newman when award was rendered.**

**PARTIES TO DISPUTE:** (Brotherhood of Railroad Signalmen  
(Northeast Illinois Regional Commuter Rail  
( Corporation (Metra)

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Northeast Illinois Regional Commuter Rail Corp.:**

**Claim on behalf of Blue Island Signal Shop Employees, for Carrier to remove new start time requirements, cease the use of time clocks, as well as compensate all employees affected for additional time required to clock in using the new computer based time clocks beginning on September 1, 2009, and continuing until this dispute is resolved. Carrier’s File No. 11-32-740. General Chairman’s File No. 26-RI-09. BRS File Case No. 14524-NIRC.”**

**FINDINGS:**

**The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:**

**The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.**

**This Division of the Adjustment Board has jurisdiction over the dispute involved herein.**

**Parties to said dispute were given due notice of hearing thereon.**

This claim challenges the Carrier's unilateral institution of time clocks with a fingerprint reader at its Blue Island Maintenance Headquarters on the Rock Island District, and the instruction to employees headquartered at that location to use them to record their work time. While no specific Rule is cited in the claim filed with the Board, the Organization relied upon Rule 15, Overtime, in its on-property progression of the claim, seeking overtime compensation for employees required to use the time clock as well as a cease and desist order concerning the further use of the time clock.

The Organization argues that the act of clocking in itself is a Carrier required service that must be compensated under Rule 15. It objects to the disparate treatment amongst Agreement-covered employees, because some Engineering Department employees headquartered elsewhere were not required to utilize a time clock at the time this one was installed at the Blue Island Maintenance Headquarters. The Organization states that the Carrier was obliged to negotiate a change to the long-established past practice of not using a time clock, and permitting employees to enter the facility together and not wait in line and enter information into a computer and scan a fingerprint in order to be considered properly at work, and that it failed to enter into discussions despite the Organization's willingness to do so. It relies upon the Carrier's expressed zero tolerance policy for clocking in late, requiring employees to go home rather than work, and the requirement that employees may not clock out prior to their actual quitting time in asserting that these changes and their rigid application require additional time at work performing a service that must be compensated.

The Carrier contends that there is no contractual limitation on its right to require the use of time clocks or any other form of record-keeping, noting that there have been periodic changes to attendance and payroll systems over time negating the existence of one uniform past practice, and employees have always had the responsibility of complying with its procedures for attendance and timekeeping. The Carrier asserts that it has the managerial right to install time clocks or make revisions to its timekeeping system, and there is no requirement that it negotiate the changes in methodology with the Organization. It contends that the time required to use the time clock is approximately eight seconds, which is de minimis, and its use does not impose additional "service" requirements or constitute performing a "service" requiring additional compensation. The Carrier notes that this was part

of an overall system-wide use of time clocks throughout all Engineering Department Headquarters so as to ensure proper and appropriate time and attendance reporting, negating any contention of disparate treatment. Finally, the Carrier asserts that the claim is overly vague and improperly seeks a cease and desist order, which the Board is not empowered to grant.

A careful review of the record convinces the Board that the Organization failed to meet its burden to prove a Rule violation in this case. We note that no Rule is cited in the claim progressed to the Board, and Rule 15 relied upon by the Organization on the property does not limit the Carrier's managerial right to establish and change methods for ensuring proper time and attendance reporting. As noted in Public Law Board No. 7270, Award 13, in management rights disputes such as this, the burden is on the Organization to prove that the Carrier acted in an arbitrary or capricious fashion, or without rational basis.

The Organization was unable to meet that burden, because it failed to show that any of the Claimants suffered adverse consequences as a result of the institution of the time clock at this location, despite allegations of rigidity of application and a zero tolerance policy. The Carrier's April 6, 2010 denial assured the Organization that late employees would be permitted to work as they were in the Mechanical Department, which had used time clocks for a period of time. Similarly, the Organization did not establish that what was required of employees in clocking in and out was more than a de minimis amount of time, or that it constituted the provision of a "service" requiring additional compensation. It cannot be said that there was no rational basis for the Carrier's decision to institute a uniform computer-based system for recording employees' time and attendance. In these circumstances, the challenge to the installation and required use of the time clock at the Blue Island Maintenance Headquarters in September 2009 must fail.

### **AWARD**

**Claim denied.**

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**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**By Order of Third Division**

**Dated at Chicago, Illinois, this 26th day of August 2015.**